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of a state should not enforce special legislation of a belligerent country in a struggle in which their country is neutral.

**CONSTITUTIONAL LAW—CONSTITUTIONALITY OF SELECTIVE DRAFT ACT.**—The plaintiff in error, convicted of failing to present himself for registration in violation of the "selective draft act" of May 18, 1917, challenged the validity of the act. *Held*, that the act was constitutional. *Arver v. United States* (1918) 38 Sup. Ct. 159.

For a brief discussion of previous decisions by less authoritative courts to the same effect, see (1917) 27 YALE LAW JOURNAL, 133. The opinion of the Supreme Court is chiefly devoted to the general question of the power of Congress to provide for compulsory military service, which is upheld in the most positive terms as within the power expressly given by Art. I, sec. 8, of the Constitution "to raise and support armies." The court also disposes summarily of various minor objections to special features of the act, most of which were also raised in the previous cases above referred to.

**CONSTITUTIONAL LAW—DUE PROCESS—PROHIBITING POSSESSION OF LIQUOR FOR PERSONAL USE.**—A state statute (Idaho, Laws 1915, ch. 11) declares it unlawful for any person "to have in his possession any intoxicating liquors except as in this act provided." The defendant was arrested for having in his possession a bottle of whiskey for his own use. Contending that the statute violated the Fourteenth Amendment he sought by *habeas corpus* proceedings to obtain his discharge. The state court sustained the statute. The petitioner sued out a writ of error. *Held*, that the statute was constitutional. *Crane v. Campbell* (1917, U. S.) 38 Sup. Ct. 98.

Mr. Justice McReynolds's opinion states "that the right to hold intoxicating liquors for personal use is not one of those fundamental privileges of a citizen of the United States which no state may abridge." The decision is one of first impression before the Supreme Court. There has been a conflict among state courts. See (1917) 27 YALE LAW JOURNAL, 286.

**CONTRACTS—UNILATERAL—OFFER IRREVOCABLE AFTER PARTIAL ACCEPTANCE.**—A landowner appointed the plaintiff as his sole agent to sell certain land, and agreed to sell on certain terms. He gave notice of revocation to the plaintiff while the latter was in treaty with a buyer. Later, the buyer agreed to the owner's terms, but the owner refused to sell. *Held*, that the offer to the agent was irrevocable after he had spent time, effort, and money in carrying out the owner's desires, and that the owner must pay the specified commission. *Bramiff v. Blair* (1917, Kan.) 165 Pac. 816.

This is an application of the rule that an offer may become irrevocable prior to complete acceptance, where the requested acceptance is to consist of a number of acts requiring an appreciable length of time and effort or expense. See Arthur L. Corbin, *Offer and Acceptance, and Some of the Resulting Legal Relations* (1917) 26 YALE LAW JOURNAL, 169, 191-196, citing cases in accord and *contra*.

**DAMAGES—MITIGATION—EXCESSIVE FREIGHT CHARGE PAID BY SHIPPER AND COLLECTED FROM CUSTOMERS.**—The plaintiff lumber company paid excessive freight rates to the defendant carrier for transporting lumber and now seeks to recover the amount of such excess. The carrier contended that the plaintiff had suffered no damage because it had collected from its customers the amount of such excess freight rates. *Held*, that the defendant was liable for the difference between the reasonable rate and the excessive rate paid by